

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

OASIS LEGAL FINANCE)	
OPERATING COMPANY, LLC,)	Case No. 1:17-cv-00358
)	
Plaintiff,)	
)	
v.)	
)	Hon. Robert W. Gettleman
GARY CHODES,)	
NICOLAS MESSE, and)	Magistrate Judge Sidney I. Schenkier
SIGNAL FUNDING, LLC,)	
)	JURY TRIAL DEMANDED
Defendants.)	

SECOND AMENDED COMPLAINT

Plaintiff, OASIS LEGAL FINANCE OPERATING COMPANY, LLC (“Oasis” or “Plaintiff”), by its attorneys, Irwin IP LLC, complains against GARY CHODES (“Chodes”), NICOLAS MESSE (“Messe”), and Signal Funding, LLC (“Signal”) (together “Defendants”) and alleges the following:

NATURE OF THE ACTION

1. In this action for trademark infringement, contributory trademark infringement, cybersquatting, unfair competition, and deceptive trade practices, Oasis seeks injunctive and monetary relief. This action arises under the Lanham Act, 15 U.S.C. §1051 *et seq.* and the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 *et seq.*

2. This action arises from, *inter alia*, Defendants’ intentional misappropriation of Oasis’s Oasis trademarks. In violation of state and federal law, Defendants have directly and/or contributorily, blatantly, and intentionally infringed, and continue to infringe, Oasis’s protectable intellectual property rights by registering and operating an infringing website at oasislegalfinancegroup.biz in direct competition with Oasis using Oasis’s exact registered marks.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to 15 U.S.C. § 1121(a) because this action arises under the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*; and under federal question jurisdiction pursuant to 28 U.S.C. § 1331; and pursuant to 28 U.S.C. §1338(a) regarding Acts of Congress relating to trademarks; and 28 U.S.C. § 1367 providing supplemental jurisdiction.

4. Count III for deceptive trade practices and false advertising under Illinois law is so closely related to Counts I, II, IV, and V, which arise under federal law, that they form part of the same case or controversy, thereby giving this Court supplemental jurisdiction under 28 U.S.C. § 1367(a) over the related state law claims in Count III.

5. Defendants Chodes, Signal, and Messe are subject to personal jurisdiction in this District because they reside in this District, own real property in this District, regularly and systematically conduct business in this District, and/or they have committed the tortious acts complained of herein in this District.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(1).

THE PARTIES: OASIS

7. Oasis is a Delaware limited liability company with its principal place of business located at 9525 Bryn Mawr Road in Rosemont, Illinois.

8. Oasis is in the business of consumer legal funding, that is, providing a debt-free financial option for persons who have a pending legal claim. By selling an interest in the potential proceeds of a claim to Oasis, a person can obtain income while pursuing the fair value of his or her claim. Consumer legal funding helps those who purchase it meet their liquidity needs while they await resolution of a pending litigation or insurance claim.

9. Oasis obtains customers a few different ways. First, when consumers, plaintiffs in litigation, see Oasis's advertising materials they contact Oasis via telephone or email and/or a visit

to Oasis's website for more information. Second, attorneys that have worked with or heard about Oasis over the years recommend Oasis to their clients who are struggling with liquidity needs during litigation. Third, third party brokers may set up a website or business to locate/attract the attention of plaintiffs in litigation who may need consumer legal funding, then those brokers refer those potential consumer customers to Oasis.

10. Since its formation, Oasis has been a pioneer in the consumer legal funding market, holding the leading market share in the United States for such services. Over its many years of providing consumer legal funding under the Oasis marks, Oasis has developed a reputation as a high quality and trustworthy service provider.

11. Oasis owns a family of distinctive OASIS marks ("Oasis Marks" or "family of Oasis Marks"). The following table sets forth Oasis's federally registered Oasis Marks:

<u>Mark</u>	<u>Reg. No.</u>	<u>Status</u>	<u>Goods/Services</u>
OASIS LEGAL FINANCE®	3,305,665	1 st Use 7/15/2003 Registered 10/9/2007 Incontestable 10/8/2013	(IC 36) Financial services, namely, lending money to law firms and providing cash advances to persons suing for damages arising from personal injuries or other damages to parties in litigation and other legal proceedings.
OASIS®	4,889,677	1 st Use 7/15/2003 Registered 1/19/2016	(IC36) Consumer financial service, namely, providing pre- settlement legal funding.

<u>Mark</u>	<u>Reg. No.</u>	<u>Status</u>	<u>Goods/Services</u>
OASIS FINANCIAL BECAUSE LIFE MOVES FASTER THAN YOUR CASE®	4,990,045	1 st Use 10/01/2015 Registered 6/28/2016	(IC36) Consumer financial service, namely, providing pre- settlement legal funding.
OASIS FINANCIAL BECAUSE LIFE MOVES FASTER THAN YOUR CASE® (design)	4,990,044	1 st Use 10/01/2015 Registered 6/28/2016	(IC36) Consumer financial service, namely, providing pre- settlement legal funding.

12. A true and correct copy of each of the above-listed federal trademark registrations, as well as documentation indicating their assignment to Oasis, is attached hereto as Exhibit A.

13. Oasis's registered marks are distinctive as indicated by their registrations on the Principal Register.

14. Oasis's registrations constitute prima facie evidence of the validity of the registered marks and of the registration of the marks, of Oasis's ownership of and exclusive right to use the registered marks in commerce on or in connection with the goods or services specified in the registrations.

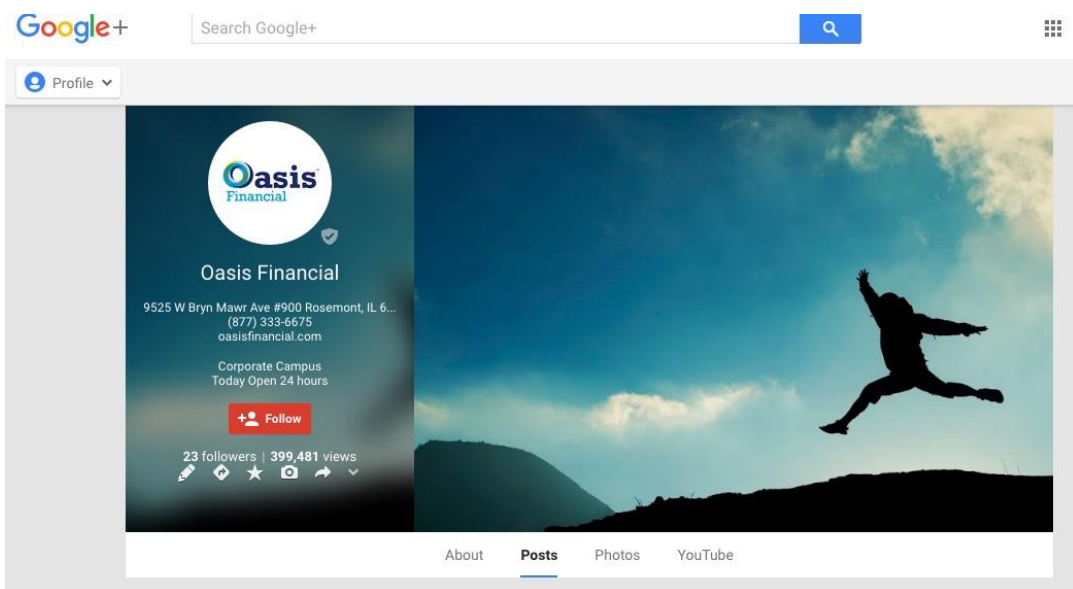
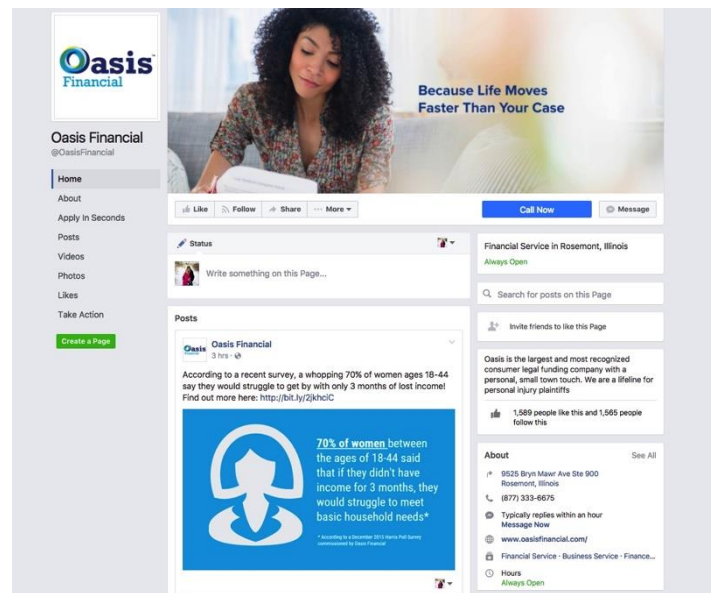
15. Oasis's registration for Oasis Legal Finance® is incontestable and is thus conclusive evidence of the validity of that mark and of the registration of the mark, of Oasis's ownership of the mark, and of Oasis's exclusive right to use the registered mark in commerce.

16. Oasis has, since it first began using the Oasis Marks, expended millions and millions of dollars on marketing and advertisements to promote its services under its Oasis Marks. Oasis's marketing expenditures were approximately \$10 million in each of 2013, 2014, 2015, and 2016. Oasis spends more on its direct to consumer advertising than any of its direct competitors.

As a result of Oasis's significant investment in advertising and promoting its Oasis Marks, the Oasis Marks have become well known and associated with Oasis and its high quality legal funding services.

17. Oasis uses and has used its Oasis Marks as part of its domain names oasislegal.com and oasisfinancial.com. A true and accurate copy of Oasis's domain name registrations are attached hereto as Exhibit B.

18. Oasis uses and has used its Oasis Marks throughout its websites, and on its social media pages as shown below:



19. Since long before the acts of Defendants herein, Oasis and/or its predecessor in interest has continually used the Oasis Marks in interstate commerce in connection with consumer legal funding services, and as such Oasis has acquired a tremendous amount of goodwill in the Oasis Marks in connection with such services.

THE PARTIES: THE DEFENDANTS

20. Upon information and belief, Defendant Nicolas Messe is an individual residing in Highwood, Illinois. Messe purports to be the managing director of “Oasis Legal Finance Group,” which offered consumer legal services at the url oasislegalfinancegroup.biz in violation of Oasis’ rights in the Oasis Marks. *See* Exhibit C. Defendant Messe is the owner of the domain name oasislegalfinancegroup.biz and purports to have an office located at 5030 Champion Blvd, Boca Raton, Florida 33487. Upon information and belief, as no existing legal entity is identified or has been located, “Oasis Legal Finance Group” is Messe’s alter ego and Messe is personally engaging in the infringing activities described herein.

21. Defendant Gary Chodes is an individual residing in Highland Park, Illinois. Chodes was the CEO of Oasis from 2004 until his termination on June 26, 2013. Upon information and belief, Chodes, with Defendant Signal, has induced and/or partnered with Defendant Nicolas Messe and his alter ego to engage in the infringing conduct described herein.

22. Defendant Signal Funding, LLC, is a Delaware corporation with a principle place of business located at 1780 Green Bay Road, Suite 202, Highland Park, IL 60035. Upon information and belief, Defendant Chodes is a founder, shareholder, and officer of Defendant Signal. Upon information and belief, Signal, with Defendant Chodes, has induced, encouraged, and/or partnered with Defendant Nicolas Messe and his alter ego to engage in the infringing conduct described herein.

23. Messe registered the website and, when doing so, purchased privacy causing Domains by Proxy, LLC to be shown as the registrant for the website, oasislegalfinancegroup.biz. A true and correct copy of the WHOIS information for that domain name as it existed on January 13, 2017 is attached hereto as Exhibit D. A true and correct copy of a communication from Domains by Proxy, LLC identifying Messe as the actual registrant of the infringing website, and a true and correct copy of the WHOIS information for the infringing website as it existed on January 23, 2017 are attached hereto as Exhibit I.

THE HISTORY OF OASIS

24. Prior to the 2004 transaction, Chodes was a founder of two affiliated entities: Legal Recovery Finance, LLC and Oasis Legal Finance, LLC (“OLF”). In 2003, Legal Recovery Finance, LLC changed its name to Oasis Legal Finance Group, LLC (“Group”). At that time, OLF owned all the intellectual property used in the legal funding business of Group and OLF and made exclusive use of the Oasis trademarks in commerce in connection with legal funding.

25. In 2004, Chodes, in his role as a manager of Group and of Oasis took part in a transaction among Group, Oasis, and DE Shaw Laminar Lending, Inc., wherein Group contributed 100% of its membership interests in OLF, including intangibles, to a newly incorporated Oasis Legal Funding Operating Company, LLC—the Oasis entity that is the Plaintiff in this case. DE Shaw affiliates took a minority stake in Oasis with the option to increase its investment to majority control at a later date. The 2004 transaction required OLF to transfer to the Oasis entity that is the Plaintiff in this case all the intellectual property used in the legal funding business, including the Oasis Marks. As such, Oasis acquired the Oasis Marks pursuant to the 2004 transaction.

26. After the 2004 transaction, Defendant Chodes continued to serve as the CEO of Oasis until 2013. In his capacity as CEO of Oasis for those nine-plus years, Defendant Chodes supervised or oversaw Oasis's efforts to protect, invest in, and promote the Oasis Marks.

27. During his tenure as CEO, Defendant Chodes consistently and repeatedly recognized in various corporate lending transactions that Oasis—not any affiliate of Oasis, nor Chodes himself—owned the Oasis Marks. For example, on or about December 9, 2010, Defendant Chodes, in his capacity as the Manager of Oasis, signed a Trademark Security Agreement on behalf of Oasis, wherein Oasis received a loan in exchange for giving a creditor a secured interest in the Oasis Marks. *See Exhibit E.*

28. During his tenure as CEO of Oasis, Chodes also worked with outside counsel to obtain European trademark rights in the Oasis Marks for Oasis.

29. In 2013, Defendant Chodes was terminated for cause and has not been employed by Oasis since that time. On July 1, 2016, Chodes formed Defendant Signal Funding, LLC, an entity competitive with Oasis, and has been hiring away Oasis employees in violation of their employment agreements. Oasis, Signal, and Chodes are involved in litigation pertaining to Chodes' departure from Oasis and his unlawful hiring of Oasis employees.

UNLAWFUL USE OF THE OASIS MARKS

30. Oasis has not authorized, licensed, or otherwise granted rights or permission to any of the Defendants to use any of its Oasis Marks.

31. Despite Oasis's clear ownership of the Oasis Marks, and Defendant Chodes' knowledge and recognition of the same, after he was terminated for cause by Oasis, Chodes suddenly began claiming that he or his shell companies owned the Oasis Marks. For example, in December of 2013, Chodes asserted that he was the CEO of an entity called "Oasis Legal Finance

Group, LLC,” which he claimed was the sole legal owner of the brand Oasis Legal Finance, and also owned the “verbiage Oasis” when used in connection with consumer legal finance services. *See* Exhibit F.

32. Oasis responded to Chodes’ wrongful claims of ownership, reminding Chodes that Oasis—not Chodes or his purported company—owns the Oasis Marks, that Chodes had personally signed multiple agreements recognizing Oasis as the owner of the Oasis Marks, and attaching copy of Oasis’s incontestable federal registration for Oasis Legal Finance®. *See* Exhibit G.

33. Notwithstanding Oasis’s clear ownership of the Oasis Marks and Chodes’ knowledge of the same, Chodes’ attacks on the Oasis Marks continued and escalated. For example, on November 11, 2016, Chodes informed Oasis that his company Oasis Shareholder Recovery, LLC (f/k/a/ Oasis Legal Finance Group, LLC) (“Recovery”) had transferred, sold or licensed the Oasis trademarks to an unnamed third party, which upon information and belief is Defendant Signal and/or Defendant Messe. *See* Exhibit H.

34. Upon information and belief, there is no real separation between Recovery and Chodes, Recovery has nonfunctioning officers and is undercapitalized, Defendant Chodes is personally operating Recovery as if the LLC did not exist, Recovery is a mere façade for the operation of Defendant Chodes, and Recovery is Chodes’ alter ego.

35. Upon information and belief, there is such a unity of interest and ownership that the separate personalities of Recovery and Chodes do not exist, and circumstances are such that adherence to the fiction of a separate corporate existence of Recovery apart from Defendant Chodes would promote injustice.

36. Defendant Chodes knew or was willfully ignorant to the fact that neither he nor Recovery had any rights to or ownership in the Oasis Marks when he purported to transfer, sell,

or license said rights to Defendant Signal and/or Defendant Messe.

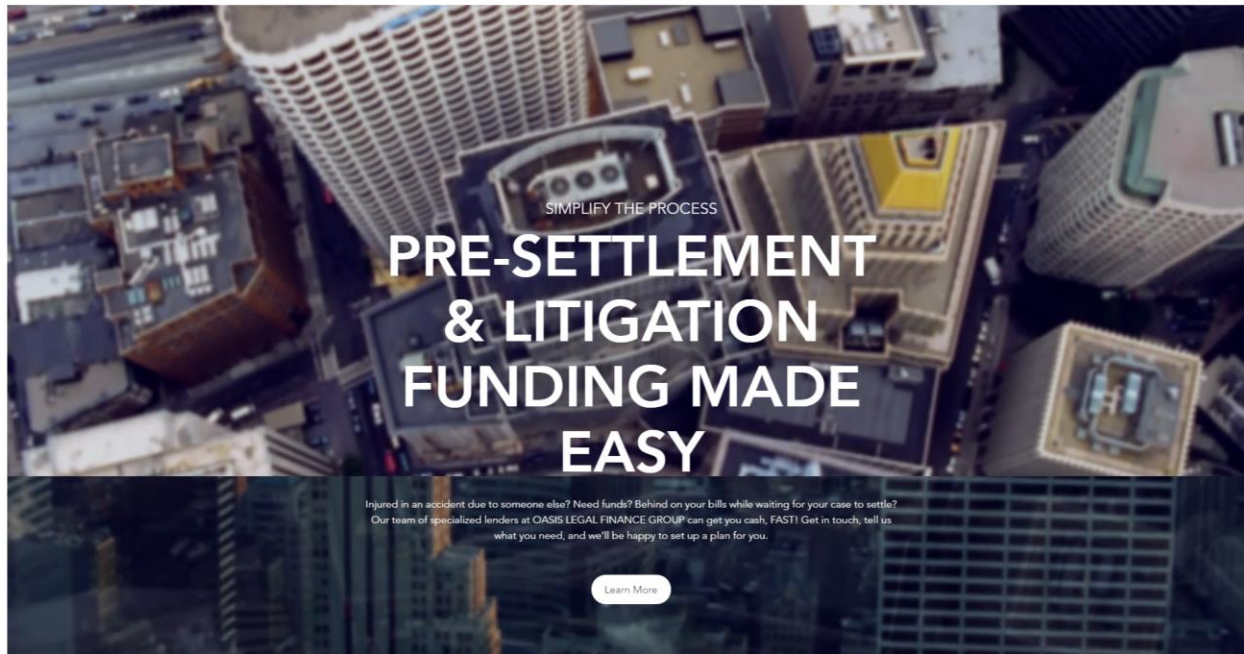
37. Upon information and belief, the purposes of Chodes' purported transfer, license, or sale of the Oasis Marks—rights neither he nor Recovery possessed—were to financially benefit himself and/or Recovery, while at the same time to harm Oasis and diminish the value of the Oasis Marks.

38. Upon information and belief, soon after Defendant Chodes claimed to have transferred, sold, or licensed rights he did not and does not possess to the Oasis Marks, on or about December 20, 2016, Defendant Messe obtained a domain name registration through Domains By Proxy, LLC for the domain name oasislegalfinancegroup.biz, which fully incorporates Oasis's registered and incontestable mark Oasis Legal Finance® and is confusingly similar to Oasis's family of Oasis Marks.

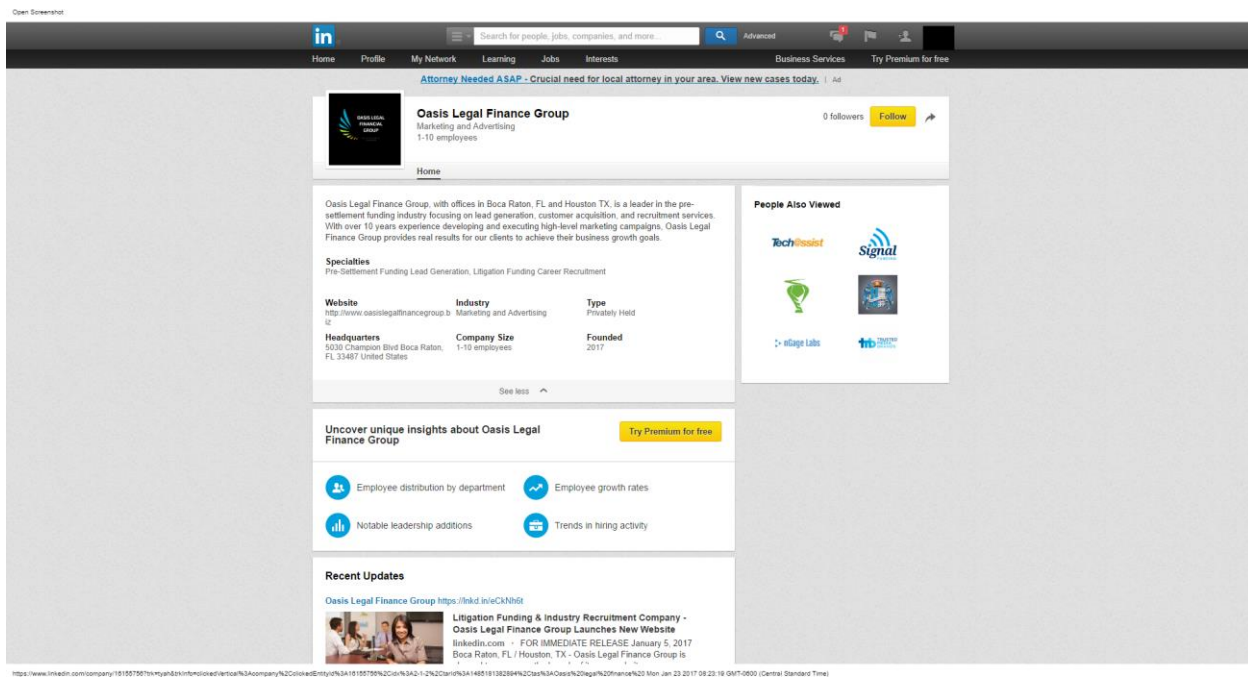
39. Upon information and belief, despite actual and/or constructive notice of Oasis's family of Oasis Marks, Defendant Messe, encouraged by Defendants Chodes and Signal, began operating an Internet website at oasislegalfinancegroup.biz, which offered consumer legal financing throughout the State of Illinois and in interstate commerce under the name and mark "Oasis Legal Finance Group," shown below:



OASIS LEGAL FINANCE GROUP



40. Additionally, upon information and belief, Defendant Messe, encouraged by Defendants Chodes and Signal, is promoting legal funding services under the infringing Oasis trademarks on LinkedIn and Facebook, shown below:





41. Shortly after the creation of the aforesaid infringing business, an individual named Ron Diamond, CEO of Diamond Wealth Strategies and a close friend of Defendant Chodes, commented on Defendant Messe's press release on LinkedIn, congratulating and endorsing him on the formation of the infringing business operating under the "Oasis Legal Finance Group" mark.

42. Upon information and belief, Defendant Messe, induced and encouraged by Defendants Chodes and Signal, and with the bad faith intent to siphon sales and goodwill from Oasis, is unlawfully using Oasis's exact federally registered and protectable Oasis Marks in connection with offering and providing the exact same legal funding services.

43. The unlawful acts described herein have already caused, and will continue to cause if not enjoined, actual confusion. Oasis has already received at least one inquiry into whether oasislegalfinancegroup.biz is Oasis.

44. Upon information and belief, Defendant Messe is doing business throughout the State of Illinois and in interstate commerce under the name and mark Oasis Legal Finance Group.

HARM TO OASIS'S BUSINESS, REPUTATION, AND GOOD WILL

45. Upon information and belief, Messe's company is underfunded and under manned.

46. On one occasion, the telephone number listed on oasislegalfinancegroup.biz went unanswered during ordinary business hours.

47. During a site visit, Plaintiff was unable to locate Defendant Messe's company at 5030 Champion Blvd, Boca Raton, Florida 33487, despite Defendant Messe advertising it as his business location on oasislegalfinancegroup.biz.

48. At least two court filings mailed to 5030 Champion Blvd, Boca Raton, Florida 33487 have been returned as undeliverable to Plaintiff's counsel, one by US mail and one by FedEx, despite Defendant Messe advertising it as his business location on oasislegalfinancegroup.biz.

49. Upon information and belief, Defendant Messe's company does not have the staffing or resources to offer the same quality or level of consumer legal funding services provided by Oasis. Should consumers see Messe's unlawful use of Oasis Marks and attempt to reach the imposter Oasis for consumer legal funding, their calls or emails may go unanswered. Such a lack of response and/or customer service will reflect poorly upon Oasis's reputation and cause Oasis to lose business.

50. Upon information and belief, Defendant Messe's business plan is to act, at least in part, as a consumer legal funding broker, capturing the attention of consumers by unlawfully using Oasis's distinctive and well known Oasis Marks on his website and social media pages, then referring those consumers to Oasis's direct competitors.

51. Defendants Messe's infringing actions have and will continue to divert existing and potential Oasis customers to Messe and away from Oasis.

52. By diverting customers from Oasis, either to himself or to direct competitors of Oasis via a brokering arrangement, Defendant Messe has harmed, and will continue to harm, Oasis's good will and reputation.

COUNT I:

FEDERAL TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1114(1)
(AGAINST DEFENDANT MESSE)

53. Oasis realleges and incorporates by reference paragraphs 1 through 52 of this Complaint as if set forth fully herein.

54. Without the consent of Oasis, Defendant Messe has used the exact Oasis® and Oasis Legal Finance® marks ("Asserted Oasis Marks") as his own to unfairly and unlawfully misappropriate Oasis's goodwill and divert Oasis's customers.

55. Usage of the Asserted Oasis Marks on the oasislegalfinancegroup.biz website constitutes use in commerce in connection with the sale, offering for sale, distribution, and advertising of goods and services.

56. Defendant Messe had no good faith basis to register the domain name oasislegalfinancegroup.biz and/or use the Asserted Oasis Marks to offer services confusingly similar to Oasis' legal funding services. On information and belief, Defendant Messe's intent in registering and using the infringing domain name and the Asserted Oasis Marks was to profit from the goodwill and reputation associated with the Asserted Oasis Marks.

57. Defendant Messe's use of the Asserted Oasis Marks in commerce is likely to cause consumer confusion and mistake, and is likely to deceive as to source or origin of Defendant Messe's services, and to the affiliation, association, or connection of Defendant Messe, with Oasis.

58. Defendant Messe's use of the infringing domain name and the Asserted Oasis Marks as described herein constitutes infringement of Oasis's federally registered trademark in

violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

59. Defendant Messe's direct infringement of Oasis's registered marks has resulted in actual and probable injury to Oasis, and Oasis is likely to continue to suffer harm without judicial intervention.

60. Oasis has no adequate remedy at law for the irreparable injury and other damage Defendant Messe is causing to Oasis's business reputation and goodwill.

61. Oasis has suffered and continues to suffer economic loss in an amount to be proven at trial directly and proximately caused by Defendant Messe's unlawful acts as alleged herein.

62. On information and belief, Defendant Messe's actions have been intentional, with knowledge, willful, with actual malice, and in bad faith, justifying the imposition of enhanced damages.

63. Defendant Messe's actions make this case exceptional within the meaning of 15 U.S.C. § 1117(a), thereby entitling Oasis to an award of reasonable attorneys' fees and costs.

COUNT II:

FEDERAL UNFAIR COMPETITION UNDER 15 U.S.C. § 1125(A)(1)(a)
(AGAINST DEFENDANT MESSE)

64. Oasis realleges and incorporates by reference paragraphs 1 through 63 of this Complaint as if set forth fully herein.

65. Defendant Messe's website usage of the Asserted Oasis Marks constitutes use in commerce in connection with the sale, offering for sale, distribution, and advertising of goods and services.

66. Defendant Messe's use of the Asserted Oasis Marks constitutes a false designation of origin, a false or misleading description of fact or a false or misleading representation of fact that is likely to cause confusion, mistake, or deception in violation of the Lanham Act Section

43(a), 15 U.S.C. § 1125(A)(1)(a).

67. Defendant Messe's actions have resulted in actual and probable injury to Oasis and Oasis is likely to continue to suffer harm without judicial intervention.

68. Oasis has no adequate remedy at law for the irreparable injury and other damage Defendant is causing to Oasis's business reputation and goodwill.

69. Oasis has suffered and will continue to suffer economic loss in an amount to be proven at trial directly and proximately caused by Defendant Messe's acts alleged herein.

70. On information and belief, Defendant Messe's actions have been intentional, with knowledge, willful, with actual malice, and in bad faith, justifying the imposition of enhanced damages.

71. Defendant Messe's actions make this case exceptional within the meaning of 15 U.S.C. § 1117(a), thereby entitling Oasis to an award of reasonable attorneys' fees and costs.

COUNT III:

UNFAIR COMPETITION/UNFAIR OR DECEPTIVE ACTS

UNDER 815 ILCS 510/1 ET SEQ.

(AGAINST DEFENDANT MESSE)

72. Oasis realleges and incorporates by reference paragraphs 1 through 71 of this Complaint as if set forth fully herein.

73. Defendant Messe's unlawful use of the Asserted Oasis Marks has caused a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services, or causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with or certification by Oasis.

74. Defendant Messe has engaged in deceptive trade practices in the course of business within the meaning of 815 ILCS §510/2 (2) and (3) by his unauthorized use of the Asserted Oasis Marks.

75. Defendant Messe's actions have resulted in actual and probable injury to Oasis and Oasis is likely to continue to suffer harm without judicial intervention.

76. Defendant Messe's actions have caused irreparable harm, damage, and injury to Oasis and Oasis has no adequate remedy at law.

77. On information and belief, Defendant Messe's actions were conducted in bad faith with deliberate disregard of Oasis's rights to deprive Oasis of its rights. As such, Defendant Messe's conduct warrants an award of punitive damages in an amount sufficient to punish Defendant and deter such conduct.

COUNT IV:

CONTRIBUTORY TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION (AGAINST DEFENDANTS CHODES AND SIGNAL)

78. Oasis realleges and incorporates by reference paragraphs 1 through 77 of this Complaint as if set forth fully herein.

79. Upon information and belief, Recovery is a sham corporation and Defendant Chodes' alter ego.

80. Upon information and belief, on or about November 11, 2016, Defendant Chodes, with actual knowledge that neither he nor Recovery had any rights to the Oasis Marks, purported to transfer, license, or sell an intellectual property portfolio purportedly containing Oasis Marks to a third party. *See* Exhibit H. Upon information and belief, that third party was Defendant Signal, who then, on information and belief, transferred, licensed, or sold the intellectual property to Defendant Messe.

81. Upon information and belief, the stated purpose of Chodes' transfer, license, or sale was to monetize intellectual property that would otherwise remain dormant. *See* Exhibit H.

82. Upon information and belief, Defendants Chodes and Signal actively and intentionally encouraged and induced Defendant Messe to infringe the Oasis Marks when he purported to transfer, license and/or sell them the rights to use the Oasis Marks.

83. Soon after Defendant Chodes and Signal purportedly granted rights neither he, Signal, nor Recovery possessed in and to the Oasis Marks, the oasislegalfinancegroup.biz domain was registered by Defendant Messe, and an infringing website appeared at oasislegalfinancegroup.biz.

84. The website at oasislegalfinancegroup.biz promoted and offered legal funding services identical to and/or directly competitive with Oasis's services, using without authorization the Asserted Oasis Marks in violation of the Lanham Act.

85. Defendants Chodes and Signal are contributorily liable for Defendant Messe's direct infringement of the Asserted Oasis Marks which is also likely to cause confusion, mistake or deception in violation of the Lanham Act Section 43(a), 15 U.S.C. § 1125(A)(1)(a) and 815 ILCS §510/2 (2) and (3).

86. Defendants Chodes and Signal's contributory infringement of Oasis's registered marks has resulted in actual and probable injury to Oasis and Oasis is likely to continue to suffer harm without judicial intervention.

87. Oasis has no adequate remedy at law for the irreparable injury and other damage Defendants Chodes and Signal are helping to cause to Oasis's business reputation and goodwill.

88. Oasis has suffered and continues to suffer economic loss in an amount to be proven at trial directly and proximately caused by Defendants Chodes and Signal's unlawful acts as alleged herein.

89. On information and belief, Defendants Chodes and Signal's actions have been intentional, with knowledge, willful, with actual malice, and in bad faith, justifying the imposition of enhanced damages.

90. Defendants Chodes and Signal's actions make this case exceptional within the meaning of 15 U.S.C. § 1117(a), thereby entitling Oasis to an award of reasonable attorneys' fees and costs.

COUNT V:

CYBERSQUATTING UNDER 15 U.S.C. § 1125(d)(1)(A)
(AGAINST DEFENDANT MESSE)

91. Oasis realleges and incorporates by reference paragraphs 1 through 90 of this Complaint as if set forth fully herein.

92. Defendant Messe's actions as complained of herein violate the Federal Anticybersquatting and Consumer Protection Act, 15 U.S.C. §1125(d)(1)(A).

93. Oasis is the owner of the distinctive family of Oasis Marks, and those marks were distinctive before the time at which Defendant Messe registered the oasislegalfinancegroup.biz domain name.

94. Defendant Messe caused to be registered and used the infringing domain name oasislegalfinancegroup.biz despite actual and/or constructive knowledge of Oasis's prior rights in its distinctive family of Oasis Marks.

95. Upon information and belief, Defendant Messe registered the domain name oasislegalfinancegroup.biz with the bad faith intent to divert consumers from Oasis's domain name

oasisfinancial.com, and profit from the confusing similarity of that domain name to Oasis's distinctive family of Oasis Marks.

96. The registration and use of the oasislegalfinancegroup.biz domain name, which is identical or nearly similar to one or more of the distinctive family of Oasis Marks, have caused and will continue to cause, serious and irreparable injury to Oasis's business reputation and goodwill, for which there is no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Oasis prays for relief as follows:

- A. A judgment declaring that Defendant Messe has committed trademark infringement under 15 U.S.C. § 1114(1);
- B. A judgment declaring that Defendant Messe has committed Unfair Competition under 15 U.S.C. § 1125(a);
- C. A judgment declaring that Defendant Messe has committed deceptive trade practices under 815 ILCS 510/1 *et seq.*;
- D. A judgment declaring that Defendants Chodes and Signal have committed contributory trademark infringement and unfair competition under the Lanham Act and under Illinois law;
- E. A judgment declaring that Defendant Messe has committed cybersquatting under 15 U.S.C. § 1125(d);
- F. A judgment declaring that Defendants Messe, Chodes, and Signal's violations of the Lanham Act were willful;
- G. A preliminary and permanent injunction enjoining Defendants and any of Defendants' officers, agents, servants, employees, and all persons in active concert or participation with the Defendants from using the Oasis Marks or any other name

or mark confusingly similar thereto in connection with any advertising, promotion, offer for sale, or sale of any goods or services that are similar to the financial services offered by Oasis;

- H. Pursuant to 15 U.S.C. § 1118, order that Defendants must deliver up for destruction all labels, signs, promotional materials, advertisements, and any other materials that bear any of Oasis's Oasis Marks, or any other name or mark that is likely to be confused with one or more of Oasis's Oasis Marks;
- I. An order that Defendants must provide and pay for corrective action;
- J. An order that the domain name registration for oasislegalfinancegroup.biz must be transferred to Oasis;
- K. As a result of the unlawful activities described herein, a judgment that Defendants pay Oasis:
 - a. General, special, actual and/or statutory damages, according to proof at trial, trebled and increased due to the nature of Defendants' conduct described herein;
 - b. All of Defendants' profits or gains of any kind as a result of its acts of unfair competition;
 - c. Pre-judgment and post-judgment interest;
 - d. Punitive and exemplary damages;
 - e. Oasis's attorneys' fees and costs.
- L. Pursuant to 15. U.S.C. §1116, an order that Defendants must file with this Court and serve on Oasis within thirty (30) days issuance of an Order, a report in writing and under oath setting forth in detail the manner and form in which Defendants have complied with the

Order; and

M. Such other relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

In accordance with Federal Rule of Civil Procedure 38(b), Oasis demands a trial by jury on all issues so triable.

Dated: February 21, 2017

Respectfully submitted,

/s/ Lisa M. Holubar

Barry F. Irwin, P.C.

Lisa M. Holubar

Irwin IP LLC

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Burr Ridge, IL 60527

Phone: 630.756.3101

Facsimile: 630.756.3001

birwin@irwinip.com

*Attorneys for Plaintiff Oasis Legal Finance
Operating Company LLC*

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing has been sent via U.S. Mail and electronic mail this 21st day of February, 2017 to be delivered to:

Jeffrey A. Leon
Quantum Legal LLC
513 Central Avenue, Suite 300
Highland Park, Illinois 60035
Tel: (847) 433-4500

Attorney for Defendants Gary Chodes and Signal Funding, LLC

Elizabeth V. Vandesteeg
Sugar Felsenthal Grais & Hammer LLP
30 North LaSalle Street, Suite 3000
Chicago, Illinois 60602
Tel: (312) 372-7951

Attorney for Defendant Nicolas Messe

/s/ Lisa M. Holubar